



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP)

TO PROVIDE

CUSTOMIZED CHILD PROTECTIVE SERVICES

MOBILE APPLICATION/IMAGING SOFTWARE

DEVELOPMENT SERVICES

RFP # 1625VF

July 1, 2016

Brian Bray, Special Assistant Commissioner
Erie County Department of Social Services

EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202

COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS (“RFP”) #1625VF

TO PROVIDE CUSTOMIZED CHILD PROTECTIVE SERVICES MOBILE APPLICATION/IMAGING SOFTWARE DEVELOPMENT SERVICES

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking proposals from qualified software developer service providers (“Proposer”) interested in developing a solution that integrates mobile and desktop components which will allow Child Protective Services (CPS) social workers to develop, create, access, and update case files. This application should include the ability to scan and photograph, provide short-term storage and retrieval of all necessary documents used in CPS intake and ongoing operations. This solution may serve as the building block for other child welfare programs. Proposers interested in providing customized child protective services mobile application/imaging software development services are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. FUNDING AND BUDGET

The award is subject to approval by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

III. PROPOSAL TIMEFRAMES

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	July 1, 2016
Bidder's Conference:	August 1, 2016 from 11:00 am to 12:00 pm 95 Franklin Street, room 805 Buffalo, NY 14202
Proposals Due:	September 1, 2016
Selection Made:	September 15, 2016
Contract Signed:	Following all necessary County approvals.

IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined in Appendix A.
2. Three (3) original hard copies and one electronic PDF copy of the Technical and Organization section shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
3. All Proposers submitting proposals must include three (3) original and one electronic Excel copy of the Budget/Cost Proposal packet, separate from the Technical and Organization Proposal. Electronic responses can be in PDF, XLSX, DOCX, or PPTX format and in any combination. All Appendix B budget attachments must be completed and included in the cost proposal.
4. Submission of the proposals shall be directed to:

Brian Bray
Erie County Department of Social Services
95 Franklin St., 8th Floor
Buffalo, NY 14202
Brian.Bray@erie.gov

All proposals must be delivered to the above office on or before September 1, 2016 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

Requests for clarification of this RFP must be written and submitted to Brian Bray at the above address, or at Brian.Bray@erie.gov no later than 4:00 pm on July 15, 2016. A list of questions and answers will be posted on the County website by August 1, 2016. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.

5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those Proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
8. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

9. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
10. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
11. All proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
12. All proposers must provide a list of at least five references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
13. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with related to the service in this RFP.

V. SCOPE OF PROFESSIONAL SERVICES REQUIRED

A. Background:

1. Child Protective Services

The New York State Office of Children and Family Services (OCFS) maintains a statewide Central Register of Child Abuse and Maltreatment (SCR) that receives telephone calls and faxes alleging child abuse or maltreatment. OCFS staff creates a written report of the call and, if the allegation occurred in Erie County, transmits it electronically to the Department. The Department then begins its investigation within 24 hours. The investigation includes an evaluation of the safety of the child named in the report and any other children in the home, and a determination of the risk to the children if they continue to remain in the home. CPS may take a child into protective custody if it is necessary for the protection from further abuse or maltreatment. Based upon an assessment of the circumstances, CPS may offer the family appropriate services. The CPS caseworker has the obligation and authority to petition the Family Court to mandate services when they are necessary for the care and protection of a child. CPS has 60 days after receiving the report to determine whether the report is "indicated" or "unfounded". The law requires CPS to provide written notice to the parents or other subjects of the report concerning the rights accorded to them by the New York State Social Services Law. The CPS investigator will also inform the SCR of the determination of the investigation.

The Department employs approximately 150 frontline CPS workers which spend the majority of their time working in the field, 30 supervisors and other management staff members, and 20 clerical staff members. This staff responds to approximately 10,000 allegations of child abuse and neglect annually. CPS staff work out of the Department's offices located at 478 Main Street.

Caseworkers are required to enter the official case notes into New York State Statewide Automated Child Welfare Information System ("CONNECTIONS"). The Department also has many paper-based processes that are not able to be recorded into CONNECTIONS, such as creating authorization forms, gathering copies of medical and education records, and taking photographs. These paper records are kept until a case is completed, at which time the records are scanned and stored physically at an inaccessible location.

2. Information Technology

CONNECTIONS is the child welfare computer system that allows for documentation of the delivery of child welfare services to families and children in New York State. CONNECTIONS provides outcome-based supports for child welfare caseworkers as they work with families, including assessment, planning and the provision of services. In addition to CPS, the Department utilizes CONNECTIONS for its Children's Services, Foster Care/Homefinding and Adoption systems. (For more information about CONNECTIONS, please visit: <http://ocfs.ny.gov/connect/jobaides/b18%20resource%20guide%20for%20managers%20-%20final.pdf>)

The Department does not utilize any computer system other than CONNECTIONS to keep and store case information. The Department has access to CONNECTIONS records through the Office of Child and Family

Services (OCFS) CONNECTIONS Operational Data Store (ODS). The data from the ODS is updated on a nightly basis into a SQL Database stored on an on premise server. Although OCFS currently allows the Department to download CONNECTIONS information through the ODS, the Department cannot upload information into CONNECTIONS other than through the CONNECTIONS portal. (For more information on the ODS, please visit: <http://ocfs.ny.gov/connect/datawarehouse/ocfs%20connections%20ods.pdf>)

Software currently deployed in the Department and in which the Department has expertise in maintaining include:

- OnBase by Hyland (Document and Image Storing, Workflow Processes);
- Microsoft Dynamics CRM (Application Tracking System)
- Microsoft Access
- Active Directory

B. Scope of Professional Services Required:

The Department desires a customized child protective services mobile application, available on a smartphone or tablet. Work created on the mobile application should be available on a desktop computer.

The following are anticipated requirements of the application:

Mobile Application

Essential:

- The mobile application must allow worker to access client documentation available through ODS in a user-friendly method.
- The mobile application must allow worker to fill out (and auto-populate whenever possible) at least 50 forms, and accept legally binding signatures on device.
- The mobile application must allow worker to photograph and scan documents, and catalog photograph and document by case and descriptive information.
- The mobile application must allow worker to draft interview notes.
- The mobile device must allow administrators to remotely wipe mobile device.
- The mobile application must be password protected or offer other security enhancements.

Non-Essential:

- The mobile application should add meta-data to all work done on device, including time and date created and modified, GPS coordinates, and author.
- The mobile application should have basic functionality when out of cell range.
- The mobile application should fax and e-mail documents.
- The mobile application should record audio and video.

Desktop Application

Essential:

- The desktop application must allow the Department to assign a case to a manager after it receives the report from OCFS, and the manager to assign to a worker.
- The desktop application must allow workers to edit draft interview notes created on a mobile device.
- The desktop application must allow the user to e-mail and print documents.
- The desktop application must allow the user to scan documents into the system;

Non-Essential

- The application should utilize Active Directory for log-in.
- The application should allow the worker to fax a document.

Solution Requirements

Essential:

- The solution creates an electronic file for each person named in a report, and that person may be named in several reports.
- The solution creates an electronic file for each report received, and that each report may contain several people.

- The software application shall provide the ability to retrieve and/or reopen a previously closed case.
- The software application shall give the user the ability to create parameter driven statistical reports.
- The solution must allow documents, forms and images to be uploaded onto OnBase by Hyland (or other document management system) in common file types.
- The solution must allow reasonable customization by Department staff without engaging vendor.
- The solution must have robust auditing features, including record/data related transaction.
- The solution must come with training documentation.
- The solution must include user training.

The following are desired outcomes of the application:

- Reduction of time spent on paperwork.
- Provide mobile functionality to allow workers in the field to be more efficient and effective.
- Improve efficiency and agency worker morale by reducing the time it takes to locate critical information by providing immediate access to information, allowing workers to complete forms at their computer or in the field without paper, and allowing streamlining of workers jobs to alleviate the burden of mounds of paper everywhere.
- Improve security of documents by electronically storing documents which are safeguarded in a system instead of all paper documents in a common filing area.
- Reduction of overall maintenance and supply costs to include paper, copier repairs, printer replacements, toner costs for copiers, faxes and printers, and rented storage.
- Increased timeliness of CPS cases.

VI. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the Proposer to enter into an agreement with the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities or informalities in proposals received after notification to Proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the Proposers for amendments or other modifications to their proposals;

- To conduct investigations with respect to the qualifications of each Proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the Proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer's experience in performing the proposed services.
- The Proposer's financial ability to provide the services.
- Evaluation of the Proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- The Proposer's presentation at and the overall results of any interview conducted with the Proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any Proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any Proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful Proposer, a formal written contract will be prepared by the County and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR IF NECESSARY THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

INDEMNIFICATION AND INSURANCE

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Proposer or third parties under the direction or control of the Proposer; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The Proposer accepts and agrees that language in substantially the following form will be included in the contract between the Proposer and the County:

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department's website.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the Proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of Proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

"NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the Proposer's competitive position.

The Proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this Proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than one hundred eighty (180) days from the proposal date.

PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Your proposal should include 2 sections (A & B) and should be submitted in separate envelopes.

APPENDIX A: TECHNICAL AND ORGANIZATION

This section shall describe the approach and plans for accomplishing the work outlined in the Scope of The Service section. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.

1. RFP Coversheet
2. Vendor Profile:

Background

- Date Founded
- Organization structure
 - () Sole Proprietorship
 - () Partnership
 - () Corporation
- Ownership status
 - () Independent
 - () Subsidiary (Name of Parent Organization:_____)
- Company history
- Office locations, personnel, and expertise
- Products and services offered
- Experience with Human Services organization
- What is vendor's years of experience, background and track record in providing this type of support for enterprise software products in the market
- Describe relevant partnerships including company names, nature of relationship, and how the partnership is relevant to providing support services to Client
- Future vision of the vendor's offerings

Professional Conduct

- Describe any situation where a client has terminated a contract with vendor "for cause" claiming breach of contract

Service Delivery Model

- Any services delivered by off-shore (outside North America) resources? If so, please provide details
- Any deliverables scoped, developed, tested or supported by off-shore (outside North America) resources? If so, please describe details
- How does client report issues, open cases, check case status, and receive break/fix deliverables

3. Provide a description of the proposed solution, work plan, including timeline and deliverables.
4. Provide a description of your firm's experience in performing similar work.
5. Demonstrate that the bidder is a "responsible bidder" by attesting that the bidder:
 - a. Complies with all laws prerequisite to doing business in New York.
 - b. Complies with U.S. Equal Opportunity Employer provisions.
 - c. The bidder has no Erie County outstanding tax liability

6. Include the signed **Schedule A Proposer Certification**.
7. Include the signed **Erie County Equal Pay Certification** form.
8. Include the completed **Agency Personnel Demographic Survey Form**.
9. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).
10. Provide any additional information that would distinguish your organization in its service to Erie County.

APPENDIX B: BUDGET/COST PROPOSAL

This section shall contain all a detailed itemized budget for the proposed solution. All Proposers must use forms provided and **submit in a separate envelope**.

1. Initial Costs:
 - a. Software Licenses
 - b. Hardware Costs
 - c. Professional Services
 - d. Ancillary Purchases
 - e. Installation
 - f. Other Expenses
2. Re-occurring expenses:
 - a. Software Maintenance Costs
 - b. Other Expenses

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES RFP COVERSHEET
RFP#1625VF: CUSTOMIZED CHILD PROTECTIVE SERVICES MOBILE APPLICATION/IMAGING
SOFTWARE DEVELOPMENT SERVICES

Name of Vendor:	
Vendor Mailing Address:	
Executive Director:	
Executive Director's Phone Number:	
Executive Director's Email:	
Vendor Contact Person:	
Contact Person's Phone Number:	
Contact Person's Email:	
Vendor Website:	
Federal Employer ID# (FEIN):	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is agency a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of agency's volunteer board:	Please provide attachment
Copy of agency's most recent annual audit:	Please provide attachment
Is agency a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification letter as attachment
Is agency a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as attachment
Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal:	
List of all subcontractors that your agency does business with related to this service: Please provide attachment if more space needed	

PERSONNEL DEMOGRAPHIC SURVEY FORM - RFP

INSTRUCTIONS: Please complete this form and return it with your RFP submission. Erie County is mandated by state and local regulation to collect this information to ensure fair hiring practices. An agency's diversity is a factor that is considered in the RFP review process.

VENDOR NAME: _____ **PHONE #:** _____ **DATE:** _____

ADDRESS: _____

PERSON COMPLETING: Name: _____ Title: _____

1. How many people work for your agency? _____

PLEASE BREAK DOWN YOUR ANSWER BY DEMOGRAPHIC GROUP:

DEMOGRAPHIC GROUP	NUMBER of STAFF in Demographic Group
White	
African-American	
Hispanic	
Asian-American	
Native American	
Race- OTHER	
Race- UNKNOWN	
TOTAL:	(Sum of above)

PLEASE BREAK DOWN YOUR ANSWER TO BY SEX:

DEMOGRAPHIC GROUP	NUMBER of Staff in Demographic Group
Female	
Male	
Identifies as Other	
TOTAL:	(Sum of above)

2. How many VETERANS are included in the number of staff? _____

SCHEDULE “A”

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the “County”) and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. [17] of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Agency Name

By:

Name and Title

(For Informational Purposes Only)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the Name of
Corporate Officer _____, of
_____, Title of Corporate Officer Name of Corporation the enterprise
making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20____

Guidelines for Standard Insurance Provisions Required (for Informational Purposes Only)

LAW-1-INS (Rev. 3/12)



County of Erie Standard Insurance Certificate

<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>															
PRODUCER	CONTACT NAME PHONE (A/C No. Ext) FAX A/C No. EMAIL ADDRESS PRODUCER CUSTOMER ID #														
INSURED	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DO NOT USE FOR WORKER'S COMP. FORM C-105., U-26.3, SI-12 OR CE-200 REQUIRED		WC STATUTORY LIMITS: <input type="checkbox"/> OTH ER- E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

RETURN TO: ECDSS SHARON SULLIVAN
95 Franklin St. ROOM 746
Buffalo, NY 14202

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000						
Products Comp. Ops.	\$2,000,000						
Blanket Broad Form	Not Excluded or Limited		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual Liability							
Broad Form P.D.							
X.C.U.							
Liquor Law				INCLUDE			
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.
Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

XI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.